

After this the defendant James Bryden died, and Charles F. Mayer, his administrator, was on the 1st of January, 1825, admitted as a defendant in his place, on an application in the manner prescribed by the Act of 1820, ch. 161. After which the bill was amended by giving to it an additional prayer; and the commissions to take testimony having been returned, with the proofs taken, the case was by agreement set down for hearing and brought before the Court.

BLAND, C., 6th July, 1827.—This case standing ready for hearing, and having been taken up at this time by consent, the parties were fully heard, and the proceedings read and considered.

The late Samuel Chase on the 26th of February, 1806, leased that property in the City of Baltimore, called the Fountain Inn, to James Bryden, for the term of fifteen years at the rent of \$2,000 per annum. And on the same day Chase gave to Bryden his bond, with a condition, that he, Chase, at the expiration of fifteen years from that day, and not before, and at any time within one year from the expiration of that term, and not afterwards, upon the payment to him, by Bryden, of the sum of \$17,500, would convey in fee simple to Bryden that property. Bryden entered upon, and held the property accordingly. On the 11th of December, 1807, Bryden leased it to John H. Barney, at \$3,000 per annum for ten years from the first of April, 1808. Under this lease Barney entered and held as the lessee of Bryden, and subtenant of Chase. After which Samuel Chase the original lessor died; and the present complainant, and Richard M. Chase, it seems, became the holders of all the estate and interest in this property, which had belonged to the late Samuel Chase, but when or how does not appear.

\*In this state of things, on the 26th of March, 1812, this complainant agreed to give James Bryden \$12,000, for his **337** interest in this property, the half of which he then paid to Bryden, and on the same day stipulated for the payment of the other half in these words: "I agree that on James Bryden's delivering to me of the original bond of my late father Samuel Chase, dated February 26th, 1806, duly assigned to Richard M. Chase, and also procuring Mrs. Margaret McIntosh of New York to assign and make over to the said Richard M. Chase a release of a mortgage given by the said James Bryden to her late husband; and also giving the said Richard M. Chase a good title to the lots and houses in the City of Baltimore, mentioned in the said bond, and also on his assigning to the said Richard M. Chase the original policies of insurance on the said houses: to give him good negotiable notes for the sum of \$6,000 payable six months thereafter." This is the contract referred to in the bill as Exhibit A; that referred to as the receipt Exhibit B, is not among the papers; and, as it was not